

**HOME USER IDSL INTERNET PROMOTION
SERVICE AGREEMENT**

Big Net, Inc.
5977 E. 14 Mile Rd.
Sterling Hts., MI 48312
800-LEADER-1
e-mail: info@bignet.net web site: www.bignet.net

Customer Information

First Name: _____ Middle Initial: _____

Last: _____

Street Address: _____ Apt. # _____

City: _____ State: _____ ZIP _____

Home Phone: (____) _____

Daytime Phone: (____) _____

Fax: (____) _____

Current E-mail Address (if any) _____

Operating System: Win 95 Win 98 Win NT Macintosh Unix Linux

Requested E-Mail Name (Choose three options of up to 8 characters, lower case only, and no spaces.) *Only one will be assigned.*

(1st choice) _____ (2nd choice) _____ (3rd choice) _____

Password: _____

**Free DSL
Offer Expires
9/30/2000**

Term of Service

- ☐ 1 Year Agreement
☐ 2 Year Agreement
☐ 3 Year Agreement

Note:

Customer will accept lower speed if necessary. Includes one (1) dynamic IP address, and one (1) and e-mail (@bignet.net). Includes standard configuration only, no customization included. Does not include any internal networking. Firewall or Firewall setup not included. Serving or hosting strictly prohibited. The Customer owns the bridge equipment.

Installation, Setup and Equipment

- ☐ 1 year agreement* \$425.00**
☐ 2 year agreement \$375.00**
☐ 3 year agreement \$198.00**
☐ Premium in-home setup of one (1) PC \$89***

Monthly*

- ☐ BigSurfer IDSL up to 144/144 \$49.95 / month
☐ 6 months prepaid service 1 month free****
☐ 1 year prepaid service 2 months free****
☐ 2 year prepaid service 6 months free****
☐ Additional computers (up to 3) \$ 5.00 / month ea.
Includes additional e-mail address(es)

* One (1) month free minimum 1-year contract.

** \$198 rebate from available from Covad. Additional installation fees for internal wiring may apply see "ADDITIONAL FEES."

*** Includes network and e-mail setup and an Ethernet card if required

*** Prepay for 5, 10, 18, or 30 months on 6-month, 1, 2, or 3 year term respectively - plus installation, setup and equipment fees.

TOTAL 1st PAYMENT \$ _____ TOTAL MONTHLY RECURRING \$ _____

PAYMENTS

METHOD OF INITIAL PAYMENT: CREDIT CARD CHECK CASH
METHOD OF RECURRING PAYMENT: AX VISA MC DISCOVER

NAME AS PRINTED ON CARD: _____

ACCOUNT NUMBER: _____ EXP. DATE: _____

AUTHORIZED SIGNATURE *: _____ DATE SIGNED: _____

(* TO AUTHORIZE CREDIT CARD CHARGES, PAYING BY CREDIT CARD, AND AGREEING TO THE TERMS OF THIS AGREEMENT)

_____ Authorizes to upgrade to _____ at _____ monthly

STORE _____ SALES ASSOCIATE _____ SALES# _____ DATE: _____

ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS AGREEMENT ARE PRINTED ON PAGE 2 OF THIS AGREEMENT, AND ARE INCORPORATED HEREIN BY REFERENCE

TERMS & CONDITIONS OF SERVICES FOR HOME IDSL USER

This is an agreement for **The Big Net, Inc.** ("Service") between the party whose name appears on the reverse side of this agreement and **The Big Net, Inc, 5977 East 14 Mile Road, Sterling Heights, MI 48312**. In this document, "you" or "your" refers to the individual or entity who signs this agreement, and "we", "us", or "our" refers to The Big Net, Inc.

This Agreement shall take effect at the first billing cycle after we have approved your request for Internet Services. By signing this agreement, you agree to a minimum service period with us (**The "Minimum Term" of one (1) year or two (2) years for your Internet Account**). The Minimum Term starts when this Agreement takes effect. Regardless of the type of services utilized, and regardless of the date when any individual account is activated, the Agreement shall apply to your entire account throughout the Minimum Term.

RATES AND CHARGES: For as long as you subscribe to our Service you agree to pay the applicable Service rates for the Service plan you select along with all charges properly billed to your account. Such charges include (but are not limited to) a one-time, non-recurring Set-Up Fee and recurring monthly Service charges, applicable time charges, applicable charges for use of equipment owned and controlled by The Big Net, Inc. network, applicable electronic mail (E-Mail) charges, applicable domain name registration and maintenance charges, applicable dedicated 1-800 charges, applicable late payment charges, auxiliary service charges, applicable tolls and taxes.

LATE CHARGES: Payment is due on the date indicated on the Service bill. Balances by you which remain unpaid on the next billing date shall be considered in default and are subject to a late fee of \$25 at our discretion. Accounts in default accrue late charges of one and one-half (1-1/2%) of the balance due per month, or the highest rate permitted by law, whichever is less.

EARLY CANCELLATION FEE: If you cancel Service before the end of the Minimum Term then you must pay the applicable Early Cancellation Fee. **The Early Cancellation Fee is 100% of the remaining term commitment.** This is calculated by taking the outstanding months remaining on the contract and multiplying it by the applicable term plan monthly rate. In addition, where applicable, the customer is responsible for cancellation charges of telco fees.

CHANGE OF SERVICE PLAN: You may change to another higher Service Plan by paying a change of service charge.

DEPOSITS: We may require a deposit as security for payment of service charge. A deposit is a security payment equivalent to the last month's recurring charges. However we may apply the deposit at any time to any amount overdue, unpaid, or those services requiring a 50% deposit prior to start of service.

RENEWALS: The Agreement is automatically renewed at the end of the Minimum Term unless we are notified by mail at least thirty (30) days prior to the expiration of the Minimum Term.

TERMINATION OF SERVICE: You may terminate Service by notifying us of your intention to do so. However, you are responsible for payment of outstanding charges for the period during which we provide you with Service, including any applicable **EARLY CANCELLATION FEES**. Unlawful or interfering use of Service or violation of local or Federal Law will result in termination of this Agreement without notification. We reserve the right to terminate this Agreement if you have made any false statements for purposes of inducing us to extend services to you. We reserve the right to terminate this agreement for any reason including, but not limited to the termination of our service.

DEFAULT: If you do not pay any charges owed to us when due or if you violate any of the terms of this Agreement, we have the right to discontinue or restrict your service either temporarily or permanently. In either case, we shall incur no liability whatsoever. However, before restricting or discontinuing your Service, we will give reasonable notice of our intention. If we refer your account to an attorney or agency for collection, you agree to pay our actual collection costs, including court costs and reasonable attorneys' fees, unless prohibited by law. An additional \$25.00 charge will be imposed for each check returned unpaid.

AVAILABILITY: We will use commercially reasonable efforts to provide you with quality Service without interruption. Service is subject to transmission limitations beyond our control. Service may be temporarily unavailable or limited because of the capacity limitations of our Internet service provider or Ameritech availability. Service to any and all customers may be temporarily interrupted or curtailed because of equipment modifications, upgrades, relocations, repairs and similar activities necessary for the proper operation of Service. However, in the event a scheduled interruption is planned, reasonable notice will be posted on Big Net's web site (www.bignet.net).

SERVICE LEVEL: Speed of connection is a "best effort" and based on the user's phone line and Covad's network. Availability of Internet services, as always, depends on the site and the sites available resources. BigSurfer and BigSurfer Pro services are considered successful with a 128/64 service and will burst up to 608 or 1.5M respectively. BigSurfer Pro installs that are documented as consistently unable to burst above 608 can downgrade to BigSurfer for no charge within the first 30 days from installation.

LIMITATION OF LIABILITY: Our only liability to you for service interruptions is as follows: In no event shall we be liable for interruptions or delays in transmission, nor for errors or lost data, or for failure to transmit when any such problems are caused by acts of God, fire, war, riots, government authorities, or by other causes beyond our control. We will not be liable for any actual or consequential damages. No credit allowance will be given for interruptions caused by your negligence or by your willful acts, or for interruptions caused by failure of service other than our service, or equipment failure of any kind. If service is ever interrupted for reasons beyond your control aside from your premise equipment, software, or phone malfunction or failure, we will make a credit allowance, at your request and upon our sole discretion, in the form of a pro rata adjustment of the fixed monthly charges we bill you. Interruptions for less than twenty-four (24) hours total duration will not be credited. In no case shall the credit exceed the monthly service charge. This is our complete and only liability.

ADDITIONAL FEES: Customer is responsible for any charges due to installers not having access to customer's property, house, room, etc. Customer is responsible for any cancellation charges. Covad Field Service Technicians will perform limited inside wiring for connectivity of the DSL modem only. If the End user authorizes or requests the Covad FST to place the DSL modem in a location that requires inside wiring of the DSL line, the end user will get billed by Big Net, at the rate of \$99.00 per hour, minimum \$25.00 per quarter hour. The inside wiring does not include connecting the DSL modems to the computer or computers, or any Ethernet cabling to the DSL equipment from the computer. Inside wiring will only be needed if the End users location does not have existing wires to the location specified by the end user for installation.

Customer shall be responsible for all applicable Federal, state and local mandated surcharges, fees, user's fees, universal service contributions and taxes applicable under this Agreement.

Yes, I, (name) _____ authorize The Big Net, Inc. to bill for monthly Internet service fees as listed on reverse side of this agreement. I understand that I will receive a monthly statement outlining the services billed.

Signed: _____ Title: _____ Date: _____
(Authorized Customer representative)